



Board of Commissioners

September 28, 2017

6:30 PM

City Hall – Massie Chambers

Agenda:

1. Call to order by the Mayor.

Prayer

Pledge of Allegiance

2. Roll call by the Recorder.

3. Reading of the minutes of the September 14, 2017 regular meeting of the Board of Commissioners by the Recorder for approval or correction.

4. Comments from citizens.

5. Comments of the City Manager and staff.

6. Reports and comments from committees, members of the Board of Commissioners and other officers.

7. Old Business.

8. New Business.

- a. Consider Ordinance 17-908, an ordinance to amend the official zoning map of Goodlettsville adopted per Ordinance 15-851 to change properties on Memorial Drive and Harris Street from Agricultural and R-10, Medium Density Residential to MDRPUD, Medium Density Residential Planned Unit Development. **FIRST READING**
- b. Consider Resolution 17-758, a resolution authorizing an equipment lease/purchase agreement with Paccar Financial Corporation and related instruments, and determining other matters in connection therewith and acknowledging the report on debt as a part of form CT-0253. **PUBLIC HEARING**
- c. Consider Resolution 17-759, a resolution authorizing an equipment lease/purchase agreement with Magnolia Bank, Incorporated, and related instruments, and determining other matters in connection therewith and acknowledging the report on debt as a part of form CT-0253.

- d. Consider Resolution 17-760, a resolution authorizing an equipment lease/purchase agreement with Ford Motor Credit Company, and related instruments, and determining other matters in connection therewith and acknowledging the report on debt as a part of form CT-0253.
- e. Consider Resolution 17-761, a resolution authorizing an agreement with the Tennessee Consolidated Retirement System to allow the City of Goodlettsville to participate in the State of Tennessee's 457(b) deferred compensation plan, subject to the approval of their Chair.
- f. Consider Resolution 17-762, a resolution authorizing an agreement with the Tennessee Consolidated Retirement System to allow the City of Goodlettsville to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of their Chair.
- g. Consider Resolution 17-763, a resolution authorizing the purchase of certain real property located at the intersection of RiverGate Parkway and Main Street, Identified as map and parcel numbers 025-08-0-0820-0; 026-05-0-0870-0 and 026-05-0-0880-0.
- h. Consider Resolution 17-764, a resolution authorizing an agreement with Pank Partners in regards to permitting a Floodplain Cut Area to be done within NorthCreek Park.

9. Adjournment.

For more information regarding this agenda, please contact the city recorder by email at:

abaker@goodlettsville.gov

A government committed to operating with efficiency and integrity in all we do as we strive to enhance the quality of life for the community we serve.

105 S. Main St.— Goodlettsville, TN 37072—615-851-2200—Fax 615-851-2212

www.goodlettsville.gov

ORDINANCE NO. 17-908

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF GOODLETTSVILLE ADOPTED PER ORDINANCE 15-851 TO CHANGE PROPERTIES ON MEMORIAL DRIVE AND HARRIS STREET FROM AGRICULTURAL AND R-10, MEDIUM DENSITY RESIDENTIAL TO MDRPUD, MEDIUM DENSITY RESIDENTIAL PLANNED UNIT DEVELOPMENT

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to dividing the city into zones and districts restricting and regulating therein the location, construction, and use of residential buildings, structures; and,

WHEREAS, the City's Zoning Ordinance intent and purpose includes but is not limited to protecting the character and maintain the stability of residential and business areas within the city, and to promote the orderly and beneficial development of such areas; and,

WHEREAS, the Planned Unit Development section of the City's Zoning Ordinance intent and purpose includes but is not limited to promoting flexibility in design and permit planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; to encourage the total planning of tracts of land; and to provide a mechanism for the ownership of land, utilities, streets, and facilities in common as well as the maintenance and disposition thereof; and,

WHEREAS, The Goodlettsville Planning Commission has reviewed and discussed this proposed amendment and voted on September 12, 2017 to recommend its passage to the Board of Commissioners based on the Medium Density designation of the City's Comprehensive Land Use Plan to provide additional housing opportunities for residents in the Main Street/Town Center area; and,

WHEREAS, The Goodlettsville Planning Commission also approved and recommended passage of the Parkview Preserve Preliminary Master Plan dated August 30, 2017 as the Medium Density Residential Planned Unit Development Zoning Plan including one hundred seventy-one (171) townhouse attached residential lots and thirty-nine (39) single family detached lots with stipulations, including but not limited to, the submittal of a engineer traffic study, Nashville Electric Service (NES) approval for French Street extension of roadway to Harris Street, and designation of public drainage easements to permit the city to construct regional storm water detention facilities for the existing storm water issue of the Main Street/ Town Center area.

NOW, THEREFORE, BE IT ORDAINED AND IT IS HEREBY ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF GOODLETTSVILLE, TENNESSEE, AS FOLLOWS:

SECTION 1. That the Official Zoning Map adopted by Ordinance No. 15-851 entered on second reading on November 12, 2015 being the municipal zoning map of Goodlettsville, Tennessee, be and the same is hereby amended as follows:

By changing the existing Agricultural and R-10, Medium Density zoning classifications and replacing the properties zoning designation to MDPUD, Medium Density Residential Planned Unit Development, per the Parkview Preservice Preliminary Master Plan Dated August 30, 2017 for the properties attached as "EXHIBIT A" and described as follows:

PROPERTY TAX MAP 25, PARCEL 58 and PROPERTY TAX MAP 25-08, PARCEL 28.00 CONTAINING APPROXIMATELY 71.63 ACRES AS SHOWN IN THE RECORDS OF THE ASSESSOR OF PROPERTY OF DAVIDSON COUNTY, TENNESSEE.

SECTION 2. That the Commissioners of the City of Goodlettsville, Tennessee, hereby certify that this Ordinance has been submitted to the Planning Commission of the City of Goodlettsville for a recommendation, and a notice of hearing thereon has been ordered after at least fifteen (15) days notice of the time and place of said meeting has been published in a newspaper circulated in the City of Goodlettsville, Tennessee. This Ordinance shall take effect fifteen (15) days from the date of its final passage, the public welfare demanding it.

SECTION 3. If any section, clause, provision, or portion of this Ordinance is for any reason declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, provision or portion of this Ordinance which is not itself invalid or unconstitutional.

SECTION 4. In case of conflict between this Ordinance or any part thereof and the whole or part of any existing or future Ordinance of the City of Goodlettsville, the most restrictive shall in all cases apply.

MAYOR

CITY RECORDER

APPROVED AS TO LEGALITY AND FORM:

CITY ATTORNEY

Passed First Reading: _____
Passed Second Reading: _____

ORDINANCE 17-908
"EXHIBIT A"





RESOLUTION 17-758

A resolution authorizing an equipment lease/purchase agreement with Paccar Financial Corporation and related instruments, and determining other matters in connection therewith and acknowledging the report on debt as a part of form CT-0253.

WHEREAS, the governing body of the City of Goodlettsville, Tennessee ("Lessee") has determined that a true and very real need exist for the equipment (the "Equipment") described in the Equipment Lease/Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken necessary steps to arrange for the acquisition of the Equipment, and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting; and

WHEREAS, Lessee reasonably anticipates that it will not issue tax-exempt obligations in the face amount of more than \$10,000,000 during the current calendar year as noted on the Rider 1 portion is non-applicable.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

- Section 1 It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.
- Section 2 The Agreement is hereby approved. The City Manager of Lessee and other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of the hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidences by such execution and delivery of the Agreement. The City Recorder of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest to the same.
- Section 3 The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.
- Section 4 Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as Amended.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Date: September 28, 2017

Mayor

City Recorder

Approved as to form and legality

City Attorney

REPORT ON DEBT OBLIGATION
(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity: Name: <u>City of Goodlettsville</u> Address: <u>105 South Main Street</u> <u>Goodlettsville TN 37072</u> Debt Issue Name: <u>PACCAR Dump Truck Capital Lease</u> <small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.</small>																			
2. Face Amount: \$ <u>147,833</u> Premium/Discount: \$ _____																			
3. Interest Cost: <u>3.5</u> % <input type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable <input type="checkbox"/> TIC <input checked="" type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____																			
4. Debt Obligation: <input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input checked="" type="checkbox"/> Capital Lease <small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").</small>																			
5. Ratings: <input checked="" type="checkbox"/> Unrated Moody's _____ Standard & Poor's _____ Fitch _____																			
6. Purpose: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%;"></th> <th style="width: 50%; text-align: center;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> General Government</td> <td style="text-align: center;"><u>100</u> %</td> <td><u>Public Works Dump Truck w/ snow eqpt</u></td> </tr> <tr> <td><input type="checkbox"/> Education</td> <td style="text-align: center;">_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Utilities</td> <td style="text-align: center;">_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td style="text-align: center;">_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Refunding/Renewal</td> <td style="text-align: center;">_____ %</td> <td>_____</td> </tr> </tbody> </table>				BRIEF DESCRIPTION	<input checked="" type="checkbox"/> General Government	<u>100</u> %	<u>Public Works Dump Truck w/ snow eqpt</u>	<input type="checkbox"/> Education	_____ %	_____	<input type="checkbox"/> Utilities	_____ %	_____	<input type="checkbox"/> Other	_____ %	_____	<input type="checkbox"/> Refunding/Renewal	_____ %	_____
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<input type="checkbox"/> Utilities	_____ %	_____																	
<input type="checkbox"/> Other	_____ %	_____																	
<input type="checkbox"/> Refunding/Renewal	_____ %	_____																	
7. Security: <input type="checkbox"/> General Obligation <input type="checkbox"/> General Obligation + Revenue/Tax <input type="checkbox"/> Revenue <input type="checkbox"/> Tax Increment Financing (TIF) <input checked="" type="checkbox"/> Annual Appropriation (Capital Lease Only) <input type="checkbox"/> Other (Describe): _____																			
8. Type of Sale: <input type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Interfund Loan <input type="checkbox"/> Negotiated Sale <input type="checkbox"/> Loan Program <input checked="" type="checkbox"/> Informal Bid																			
9. Date: Dated Date: <u>4/14/17</u> Issue/Closing Date: <u>4/14/17</u>																			

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
	\$	%		\$	%
FY17	\$ 29566.40	3.5 %		\$	%
	\$	%		\$	%
FY18	\$ 27831.12	3.5 %		\$	%
	\$	%		\$	%
FY19	\$ 28958.99	3.5 %		\$	%
	\$	%		\$	%
FY20	\$ 30132.57	3.5 %		\$	%
	\$	%		\$	%
FY21	\$ 31,352.72	3.5 %		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 500.00	Dealer Fee
TOTAL COSTS	\$ 500.00	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☒ No Recurring Costs

Remarketing Agent _____

Paying Agent / Registrar _____

Trustee _____

Liquidity / Credit Enhancement _____

Escrow Agent _____

Sponsorship / Program / Admin _____

Other _____

AMOUNT
(Basis points/\$)

FIRM NAME
(If different from #11)

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached _____**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes ☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes ☒ No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy

Nov 10, 2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes ☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes ☐ No**17. Submission of Report:**

To the Governing Body: on _____ and presented at public meeting held on _____

Copy to Director to OSLF: on _____ either by:

☐ Mail to:

OR

☐ Email to:

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

StateAndLocalFinance.PublicDebtForm@cot.tn.gov

18. Signatures:

AUTHORIZED REPRESENTATIVE

PREPARER

Name

Title

Firm

Email

Date

Julie Hyl

Asst City Manager, CMFO

City of Goodlettsville

jhyll@goodlettsville.gov

RESOLUTION 17-759

A resolution authorizing an equipment lease/purchase agreement with Magnolia Bank, Incorporated, and related instruments, and determining other matters in connection therewith and acknowledging the report on debt as a part of form CT-0253.

WHEREAS, the governing body of the City of Goodlettsville, Tennessee ("Lessee") has determined that a true and very real need exist for the equipment (the "Equipment") described in the Equipment Lease/Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken necessary steps to arrange for the acquisition of the Equipment, and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting; and

WHEREAS, Lessee reasonably anticipates that it will not issue tax-exempt obligations in the face amount of more than \$10,000,000 during the current calendar year as noted on the Rider 1 portion is non-applicable.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE AS FOLLOWS:

- Section 1 It is hereby found and determined that the terms of the Agreement in the form presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.
- Section 2 The Agreement is hereby approved. The City Manager of Lessee and other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of the hereby is, authorized to execute, acknowledge and deliver the Agreement with any changes, insertions and omissions therein as may be approved by the officers who execute the Agreement, such approval to be conclusively evidences by such execution and delivery of the Agreement. The City Recorder of the Lessee and any other officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Agreement and attest to the same.
- Section 3 The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Agreement.
- Section 4 Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as Amended.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Date: September 28, 2017

Mayor

City Recorder

Approved as to form and legality

City Attorney

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity:Name: City of GoodlettsvilleAddress: 105 S. Main Street
Goodlettsville, TN 37072Debt Issue Name: Magnolia 2016 Vehicle Lease

If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.

2. Face Amount:\$ 232,107-

Premium/Discount: \$ _____

3. Interest Cost:2.99 %☒ Tax-exempt☐ Taxable☐ TIC☒ NIC☐ Variable: Index _____ plus _____ basis points; or☐ Variable: Remarketing Agent _____☐ Other: _____**4. Debt Obligation:**☐ TRAN☐ RAN☐ CON☐ BAN☐ CRAN☐ GAN☐ Bond☐ Loan Agreement☒ Capital Lease

If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").

5. Ratings:☒ Unrated

Moody's _____

Standard & Poor's _____

Fitch _____

6. Purpose:☒ General Government100 %☐ Education

_____ %

☐ Utilities

_____ %

☐ Other

_____ %

☐ Refunding/Renewal

_____ %

BRIEF DESCRIPTIONFinance General Fund
Vehicle purchase.
Police, 1 fire rescue,
1 PD dump-truck**7. Security:**☐ General Obligation☐ General Obligation + Revenue/Tax☐ Revenue☐ Tax Increment Financing (TIF)☒ Annual Appropriation (Capital Lease Only)☐ Other (Describe): _____**8. Type of Sale:**☐ Competitive Public Sale☐ Interfund Loan☐ Negotiated Sale☐ Loan Program☒ Informal Bid**9. Date:**Dated Date: 8-11-16Issue/Closing Date: 8-11-16

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
	\$	%		\$	%
FY17	\$ 58,874	2.99%		\$	%
	\$	%		\$	%
FY18	\$ 56,003	2.99%		\$	%
	\$	%		\$	%
FY19	\$ 57,727	2.99%		\$	%
	\$	%		\$	%
FY20	\$ 59,503	2.99%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 600.0	Magnolia Bank Documentation Fee
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs _____	\$ 0	
TOTAL COSTS	\$ 600.0	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☒ No Recurring Costs

Remarketing Agent
Paying Agent / Registrar
Trustee
Liquidity / Credit Enhancement
Escrow Agent
Sponsorship / Program / Admin
Other _____

AMOUNT
(Basis points/\$)

FIRM NAME
(If different from #11)

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes ☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes ☒ No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy

Nov 10, 2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes ☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes ☐ No**17. Submission of Report:**

To the Governing Body: on _____ and presented at public meeting held on _____

Copy to Director to OSF: on _____ either by:

☐ Mail to:

OR

☐ Email to:

505 Deaderick Street, Suite 1600
James K. Polk State Office Building
Nashville, TN 37243-1402

StateAndLocalFinance.PublicDebtForm@cot.tn.gov**18. Signatures:**

AUTHORIZED REPRESENTATIVE

PREPARER

Name

Title

Firm

Email

Date

Julie High
Asst City mgr, CMFO
City of Goodlettsville
jhigh@goodlettsville.gov

RESOLUTION 17-760

A resolution authorizing an equipment lease/purchase agreement with Ford Motor Credit Company, and related instruments, and determining other matters in connection therewith and acknowledging the report on debt as a part of form CT-0253.

WHEREAS, the governing body of the City of Goodlettsville, Tennessee ("Lessee") has determined that a true and very real need exist for the equipment (the "Equipment") described in the Equipment Lease/Purchase Agreement (the "Agreement") presented to this meeting; and

WHEREAS, Lessee has taken necessary steps to arrange for the acquisition of the Equipment, and

WHEREAS, Lessee proposes to enter into the Agreement substantially in the form presented in this meeting; and

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- Section 4 Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986 as Amended.

BE IT FURTHER RESOLVED THAT THIS RESOLUTION IS EFFECTIVE UPON ADOPTION, THE WELFARE OF THE CITIZENS OF GOODLETTSVILLE REQUIRING IT.

Date: September 28, 2017

Mayor

City Recorder

Approved as to form and legality

City Attorney

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

1. Public Entity: Name: <u>City of Goodlettsville</u> Address: <u>105 South Main Street</u> <u>Goodlettsville TN 37072</u> Debt Issue Name: <u>Ford 2017 Capital Lease</u> <small>If disclosing initially for a program, attach the form specified for updates, indicating the frequency required.</small>																			
2. Face Amount: \$ <u>30,916.86</u> Premium/Discount: \$ _____																			
3. Interest Cost: <u>6.0</u> % <input checked="" type="checkbox"/> Tax-exempt <input type="checkbox"/> Taxable <input type="checkbox"/> TIC <input checked="" type="checkbox"/> NIC <input type="checkbox"/> Variable: Index _____ plus _____ basis points; or <input type="checkbox"/> Variable: Remarketing Agent _____ <input type="checkbox"/> Other: _____																			
4. Debt Obligation: <input type="checkbox"/> TRAN <input type="checkbox"/> RAN <input type="checkbox"/> CON <input type="checkbox"/> BAN <input type="checkbox"/> CRAN <input type="checkbox"/> GAN <input type="checkbox"/> Bond <input type="checkbox"/> Loan Agreement <input checked="" type="checkbox"/> Capital Lease <small>If any of the notes listed above are issued pursuant to Title 9, Chapter 21, enclose a copy of the executed note with the filing with the Office of State and Local Finance ("OSLF").</small>																			
5. Ratings: <input checked="" type="checkbox"/> Unrated Moody's _____ Standard & Poor's _____ Fitch _____																			
6. Purpose: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 10%;"></th> <th style="width: 50%; text-align: center;">BRIEF DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/> General Government</td> <td><u>100</u> %</td> <td><u>Police vehicle</u></td> </tr> <tr> <td><input type="checkbox"/> Education</td> <td>_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Utilities</td> <td>_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td>_____ %</td> <td>_____</td> </tr> <tr> <td><input type="checkbox"/> Refunding/Renewal</td> <td>_____ %</td> <td>_____</td> </tr> </tbody> </table>				BRIEF DESCRIPTION	<input checked="" type="checkbox"/> General Government	<u>100</u> %	<u>Police vehicle</u>	<input type="checkbox"/> Education	_____ %	_____	<input type="checkbox"/> Utilities	_____ %	_____	<input type="checkbox"/> Other	_____ %	_____	<input type="checkbox"/> Refunding/Renewal	_____ %	_____
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<input type="checkbox"/> Other	_____ %	_____																	
<input type="checkbox"/> Refunding/Renewal	_____ %	_____																	
7. Security: <input type="checkbox"/> General Obligation <input type="checkbox"/> General Obligation + Revenue/Tax <input type="checkbox"/> Revenue <input type="checkbox"/> Tax Increment Financing (TIF) <input checked="" type="checkbox"/> Annual Appropriation (Capital Lease Only) <input type="checkbox"/> Other (Describe): _____																			
8. Type of Sale: <input type="checkbox"/> Competitive Public Sale <input type="checkbox"/> Interfund Loan _____ <input type="checkbox"/> Negotiated Sale <input type="checkbox"/> Loan Program _____ <input checked="" type="checkbox"/> Informal Bid																			
9. Date: Dated Date: <u>12/20/16</u> Issue/Closing Date: <u>12/20/16</u>																			

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

10. Maturity Dates, Amounts and Interest Rates *:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
F-4-17	\$ 11,103.90	6%		\$	%
F-4-18	\$ 9,883.49	6%		\$	%
F-4-19	\$ 10,475.41	6%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%
	\$	%		\$	%

If more space is needed, attach an additional sheet.

If (1) the debt has a final maturity of 31 or more years from the date of issuance, (2) principal repayment is delayed for two or more years, or (3) debt service payments are not level throughout the retirement period, then a cumulative repayment schedule (grouped in 5 year increments out to 30 years) including this and all other entity debt secured by the same source **MUST BE PREPARED AND ATTACHED**. For purposes of this form, debt secured by an ad valorem tax pledge and debt secured by a dual ad valorem tax and revenue pledge are secured by the same source. Also, debt secured by the same revenue stream, no matter what lien level, is considered secured by the same source.

* This section is not applicable to the Initial Report for a Borrowing Program.

11. Cost of Issuance and Professionals:☐ No costs or professionals

	AMOUNT (Round to nearest \$)	FIRM NAME
Financial Advisor Fees	\$ 0	
Legal Fees	\$ 0	
Bond Counsel	\$ 0	
Issuer's Counsel	\$ 0	
Trustee's Counsel	\$ 0	
Bank Counsel	\$ 0	
Disclosure Counsel	\$ 0	
Paying Agent Fees	\$ 0	
Registrar Fees	\$ 0	
Trustee Fees	\$ 0	
Remarketing Agent Fees	\$ 0	
Liquidity Fees	\$ 0	
Rating Agency Fees	\$ 0	
Credit Enhancement Fees	\$ 0	
Bank Closing Costs	\$ 0	
Underwriter's Discount _____%		
Take Down	\$ 0	
Management Fee	\$ 0	
Risk Premium	\$ 0	
Underwriter's Counsel	\$ 0	
Other expenses	\$ 0	
Printing and Advertising Fees	\$ 0	
Issuer/Administrator Program Fees	\$ 0	
Real Estate Fees	\$ 0	
Sponsorship/Referral Fee	\$ 0	
Other Costs	\$ 545.00	underwriting Fee
TOTAL COSTS	\$ 545.00	

REPORT ON DEBT OBLIGATION

(Pursuant to Tennessee Code Annotated Section 9-21-151)

12. Recurring Costs:☒ No Recurring Costs

Remarketing Agent _____
 Paying Agent / Registrar _____
 Trustee _____
 Liquidity / Credit Enhancement _____
 Escrow Agent _____
 Sponsorship / Program / Admin _____
 Other _____

AMOUNT
(Basis points/\$)

FIRM NAME
(If different from #11)

13. Disclosure Document / Official Statement:☒ None Prepared☐ EMMA link _____ or☐ Copy attached**14. Continuing Disclosure Obligations:**

Is there an existing continuing disclosure obligation related to the security for this debt?

☐ Yes☒ No

Is there a continuing disclosure obligation agreement related to this debt?

☐ Yes☒ No

If yes to either question, date that disclosure is due _____

Name and title of person responsible for compliance _____

15. Written Debt Management Policy:

Governing Body's approval date of the current version of the written debt management policy

Nov 10, 2011

Is the debt obligation in compliance with and clearly authorized under the policy?

☒ Yes☐ No**16. Written Derivative Management Policy:**☒ No derivative

Governing Body's approval date of the current version of the written derivative management policy _____

Date of Letter of Compliance for derivative _____

Is the derivative in compliance with and clearly authorized under the policy?

☐ Yes☐ No**17. Submission of Report:**

To the Governing Body:

on _____

and presented at public meeting held on _____

Copy to Director to OSLF:

on _____

either by:

☐ Mail to:

505 Deaderick Street, Suite 1600
 James K. Polk State Office Building
 Nashville, TN 37243-1402

OR

☐ Email to:

StateAndLocalFinance.PublicDebtForm@cot.tn.gov

18. Signatures:

AUTHORIZED REPRESENTATIVE

PREPARER

Name

Title

Firm

Email

Date

Julie Hall
 Asst City Manager
 City of Goodlettsville
 jhigh@goodlettsville.gov

TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION
PLAN AND TRUST
- 457(b) –
RESOLUTION AND
PARTICIPATING EMPLOYER AGREEMENT

City of Goodlettsville

[Participating Employer]

**Administered by: Treasurer, State of
Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347**

RESOLUTION

City of Goodlettsville

WHEREAS, _____, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a governmental 457(b) deferred compensation plan, funded by employee deferrals and, if elected pursuant to Section I and/or K of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 457(b) deferred compensation plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the Tennessee State Employees Deferred Compensation Plan and Trust Adoption Agreement for a Section 457(b) Eligible Deferred Compensation Plan for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective December 22, 2010, and as amended by Amendment Number One signed December 22, 2010, and Amendment Number Two signed February 8, 2012, as well as the Section 457(b) Eligible Deferred Compensation Plan for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XVII of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the **Board of Commissioners** ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.

2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.
3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of the hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employee's salary. In no instance shall the total combined employer contributions to all defined contribution plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section I and/or K of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained, a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.

8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.
9. Subject to the provisions of Section 17.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
 - a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees

participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

TENNESSEE STATE
EMPLOYEES DEFERRED COMPENSATION PLAN AND TRUST - 457(b)
PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: City of Goodlettsville

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Board of Commissioners

Address: 105 South Main Street, Goodlettsville, TN 37072

Phone: 615-851-2200

Person Authorized to receive Official Notices from the Plan or Administrator:

Tim Ellis

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-6016365

(3) DISCLOSURE OF RETIREMENT PLAN(S) [INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM ("TCRS")]

This Participating Employer ☒ does or ☐ does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS
Voya DC Plan

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 457(b), as applicable to a governmental plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Section 457(b).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. ☒ This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees effective December 1, 2017 (insert effective date of this Agreement).
2. ☐ This is an amendment to be effective as of _____, _____, to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____, as follows (please specify type below):
 - a. ☐ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
 - b. ☐ Other (must specify elective provisions in this Agreement that are being changed):

3. ☐ This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer, the effective date of which shall be _____, _____ (insert effective date of this Agreement). This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 457(g) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan.
2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section I of this Agreement:** *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*
 - i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below
 - ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below
 - iii. ☐ any seasonal, temporary or similar part-time employee
 - iv. ☐ any elected or appointed official
 - v. ☐ any employee in the following class(es) of employees:

who meets the definition in Section E.1 above, regardless of the Employee's age or the number of years of service the Employee has rendered to the Employer. All Matching Contributions made on behalf of such Employees are 100% vested immediately, except as provided in Section F.2.b below.

- b. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section K of this Agreement:** *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section G below

ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section G below

iii. ☐ any seasonal, temporary or similar part-time employee

iv. ☐ any elected or appointed official

v. ☐ any employee in the following class(es) of employees:

vi. ☐ any employee listed or otherwise described in Schedule 1 attached to this Agreement who meets the definition in Section E.1 above, regardless of the employee's age or the number of years of service the Employee has rendered to the Employer. All Non-Matching Contributions made on behalf of such Employees are 100% vested immediately.

F. AUTOMATIC ENROLLMENT. (Check and complete box 1 OR box 2.)

1. ☒ The Participating Employer DOES NOT elect automatic enrollment.

2. ☐ The Participating Employer DOES elect automatic enrollment, which will be effective for Plan Years beginning on and after January 1, _____ as follows:

a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*

i. ☐ All Employees.

ii. ☐ All Employees who become Employees on or after the date set forth in Section F.2. above and who do not have an affirmative election in effect.

b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited and used for the purposes set forth in Section O below.

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*

- i. ☐ will be treated as a new Employee, or
ii. ☐ will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in Section F.2.b above.

G. HOURS OF SERVICE. Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

H. COMPENSATION DEFINITION. Compensation means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code §§ 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Article III of the Plan). If elected below and to the extent permitted by the Treasury regulations or other similar guidance (including, without limitation, the requirements contained in Treasury Regulations §§ 1.457-4(d)(1) and 1.415-2(e)(3)(i)), "compensation" also means accrued bona fide sick, vacation or other leave payable after severance from employment so long as the Participant would have been able to use the leave if employment had continued and it is paid within the longer of two and one-half (2½) months after the Participant severs employment with the Employer or the end of the calendar year in which the Participant severs employment with the Employer.

The Participating Employer:

1. ☒ SHALL allow the deferral of leave provision described above.
2. ☐ SHALL NOT allow the deferral of leave provision described above.

I. MATCHING CONTRIBUTIONS. *(Check and complete box 1 OR box 2 OR box 3 OR box 4.)* [NOTE: Any Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

The Participating Employer shall:

1. ☒ NOT make Matching Contributions.
2. ☐ match ____% of Participant elective deferrals of up to ____% of Compensation.
3. ☐ match ____% of the first \$____ of Participant elective deferrals.
4. ☐ match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section O below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

J. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.a. of this Participating Employer Agreement.

K. NON-MATCHING CONTRIBUTIONS. *(If non-matching contributions will be made, check box 1 OR box 2.)* [NOTE: Any Non-Matching Contribution will reduce, dollar for dollar, the amount a Participant can contribute.]

1. ☒ The Participating Employer shall NOT make Non-Matching Contributions.
2. ☐ The Participating Employer shall contribute: (Check and complete one box.)
 - a. ☐ an amount fixed by appropriate action of the Employer.
 - b. ☐ _____% of Compensation of Participants for the Plan Year.
 - c. ☐ \$_____ per Participant.
 - d. ☐ an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.b above.
 - e. ☐ a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

L. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.b of this Participating Employer Agreement.

M. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL NOT BE allowed.

N. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions are not permitted in a 457(b) Plan and, accordingly, SHALL NOT BE allowed.

O. FORFEITURES. Forfeitures of Matching Contributions, as provided in Section F.2.b, will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

P. NORMAL RETIREMENT AGE. Normal Retirement Age shall mean age 70½.

Q. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b) SHALL BE allowed pursuant to Section 6.01 of the Plan. However, a direct rollover from an eligible plan under Code § 457(b), 401(k) or 403(b) shall exclude any portion of a designated Roth account. A rollover contribution that is a Participant rollover from an eligible plan under Code Section 457(b), 401(k), or 403(b) shall exclude distributions of a designated Roth account.

- R. TRANSFERS.** Transfers from other 457(b) plans SHALL BE allowed. If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code § 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section R may be made before the Participant has had a Severance from Employment as defined in Section W below.

A transfer may be made under this Section if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code § 415 does not apply by reason of Code § 415(k)(3) or as otherwise allowed by the IRS

- S. UNFORESEEABLE EMERGENCY WITHDRAWALS.** In the case of an unforeseeable emergency, the Administrator SHALL allow distributions in accordance with Section 5.05 of the Plan. An unforeseeable emergency is a severe financial hardship resulting from a sudden illness, disability or accidental property loss, subject to strict IRS guidelines.
- T. PARTICIPANT LOANS.** The Administrator has directed the Trustee NOT to make Participant loans in accordance with Article IV of the Plan.
- U. QUALIFIED DOMESTIC RELATIONS ORDERS.** The Plan shall accept qualified domestic relations orders as provided in Section 13.02 of the Plan.
- V. PAYMENT OPTIONS.** The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.
- W. DISTRIBUTIONS.** A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance from Employment during the calendar year in which he or she reaches age 70½ or, thereafter, or, if earlier, upon death.

A Participant may also request a distribution prior to Severance from Employment upon incurring an approved Unforeseeable Emergency.

3. A Participant may request a distribution from a Rollover Contribution Account at any time.

X. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any

appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE TENNESSEE STATE DEFERRED COMPENSATION PLAN AND TRUST BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

TENNESSEE STATE

DEFERRED COMPENSATION PLAN AND TRUST- 457(b)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: City of Goodletsville

Classes of Eligible Employees

Contribution Amount

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II

- 401(k) -

RESOLUTION AND

PARTICIPATING EMPLOYER AGREEMENT

City of Goodletsville

[Participating Employer]

Administered by:
Treasurer, State of Tennessee
502 Deaderick Street, 15th Floor
Andrew Jackson State Office Building
Nashville, Tennessee 37243
Telephone: 615-532-2347

RESOLUTION

WHEREAS, the City of Goodlettsville, Tennessee (hereinafter referred to as the "Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a 401(a) or 401(k) defined contribution plan, funded by employee deferrals and, if elected pursuant to Section N, Q, or HH of the Participating Employer Agreement, employer contributions;

WHEREAS, Tennessee Code Annotated, Section 8-25-111(a) allows a Tennessee local governmental entity to participate in the State of Tennessee's 401(a)/401(k) defined contribution plan subject to the approval of the Chair of the Tennessee Consolidated Retirement System (hereinafter referred to as the "Chair");

WHEREAS, the liability for participation and the costs of administration shall be the sole responsibility of the Employer and/or its employees, and not the State of Tennessee;

WHEREAS, the Employer has also determined that it wishes to encourage employees' saving for retirement;

WHEREAS, the Employer has reviewed the State of Tennessee Deferred Compensation Plan II Adoption Agreement for a Section 401(k) Cash or Deferred Arrangement for Governmental Employers, as adopted by the State of Tennessee, as amended and restated effective January 1, 2010, as amended December 21, 2010, and as amended by Amendment Number Two dated January 4, 2012, as well as the Section 401(k) Cash or Deferred Arrangement for Governmental Employer Basic Plan Document (collectively known as the "Plan" or "Plan Document");

WHEREAS, the Employer wishes to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Employer is eligible to become a Participating Employer in the Plan, pursuant to Article XX of the Plan Document;

WHEREAS, the Employer is concurrently executing a Participating Employer Agreement for the Plan; and

WHEREAS, the Board of Commissioners ("Governing Authority") of the Employer is authorized by law to adopt this resolution approving the Participating Employer Agreement on behalf of the Employer;

NOW, THEREFORE, the Governing Authority of the Employer hereby resolves:

1. The Employer adopts the Plan Document for its Employees; provided, however, that for the purpose of the Plan, the Employer shall be deemed to have designated irrevocably the Chair as its agent, except as otherwise specifically provided herein or in the Participating Employer Agreement.
2. The Employer acknowledges that the Plan does not cover, and the Trustees of the Plan ("Trustees") have no responsibility for, other employee benefit plans maintained by the Employer.

3. The Employer acknowledges that it may not provide employer contributions to the Plan on behalf of any of its employees that exceed three percent (3%) of the respective employees' salary if the employees are members of the Tennessee Consolidated Retirement System ("TCRS") or of any other retirement program financed from public funds whereby such employees obtain or accrue pensions or retirement benefits based upon the same period of service to the Employer, unless such employees are members of TCRS' local government hybrid plan established under Tennessee Code Annotated, Section 8-35-256 or TCRS' State hybrid plan established under Tennessee Code Annotated, Title 8, Chapter 36, Part 9. If such employees participate in either of those hybrid plans, the total combined amount of employer contributions to the Plan and to any one or more additional defined contribution plans may not exceed seven percent (7%) of the respective employees' salary. In no instance shall the total combined employer contributions to all defined contributions plans on behalf of a single employee exceed the maximum allowed under the Internal Revenue Code ("Code"), and shall conform to all applicable laws, rules and regulations of the Internal Revenue Service ("IRS") governing profit sharing and/or salary reduction plans for governmental employees.
4. The Employer hereby adopts the terms of the Participating Employer Agreement, which is attached hereto and made a part of this resolution. The Participating Employer Agreement (a) permits all employees of the respective entity to make elective deferrals; (b) sets forth the Employees to be covered pursuant to Section N, Q, or HH of the Participating Employer Agreement for employer contributions, if any; (c) outlines the benefits to be provided by the Participating Employer under the Plan; and, (d) states any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Participating Employer Agreement, so long as the amendment is not inconsistent with the Plan, the Code, Tennessee law, or other applicable law and is approved by the Chair.
5. The Chair may amend the Plan on behalf of all Employers, including those Employers who have adopted the Plan prior to a restatement or amendment of the Plan, for changes in the Code, the regulations thereunder, Tennessee law, revenue rulings, other statements published by the Internal Revenue Service ("IRS"), including model, sample, or other required good faith amendments, and for other reasons that are deemed at the Chair's sole discretion to be in the interest of the Plan. These amendments shall be automatically applicable to all Employers.
6. The Chair will maintain, or will have maintained a record of the Employers and will make reasonable and diligent efforts to ensure that Employers have received all Plan amendments.
7. The Employer shall abide by the terms of the Plan, including amendments to the Plan and Trust made by the Chair, all investment, administrative, and other service agreements of the Plan, and all applicable provisions of the Code, Tennessee law, and other applicable law.
8. The Employer accepts the administrative services to be provided by the Tennessee Treasury Department and any services provided by Plan vendors. The Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts and/or charged to the Employer.

9. Subject to the provisions of Section 20.06 of the Plan, the Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements pursuant to the Plan, if it takes the following actions:
- a. A resolution must be adopted by the Governing Authority of the Employer terminating the Employer's participation in the Plan.
 - b. The resolution must specify the proposed date when the participation will end, which must be at least six calendar months after notice to the Chair and the Employer's employees.
 - c. The Chair shall (i) determine whether the resolution complies with the Plan, and all applicable federal and state laws, (ii) determine an appropriate effective date, and (iii) provide appropriate forms to terminate ongoing participation. Distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan Document.
 - d. Once the Chair determines the appropriate effective date, the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof.
 - e. The Chair can, in the Chair's sole discretion, reduce the six month notice and withdrawal period to a shorter period if the Employer so requests, but in no event shall the period be less than three months.
10. The Employer acknowledges that the Plan Document contains provisions for Plan termination by the Trustees, subject to applicable Tennessee law.
11. The Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and subject to the vesting provisions of the Plan. All contributions to the Plan must be timely transferred by the Employer to the Trust Fund pursuant to and in the manner provided by the Chair. The Employer acknowledges that if the Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and

contributions to the Plan and that neither the State, the Chair, the Trustees, its employees, or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

12. The Employer agrees to offer and enroll only those persons, whether appointed, elected, or under contract, wherein an employee-employer relationship is established, providing service to the Employer for which compensation is paid by the Employer.
13. The Employer understands that IRS rules and Tennessee law limit participation in the Plan to governmental entities and their respective employees. The Employer will notify the Chair in writing within ten (10) calendar days if it ceases to be a governmental entity under applicable federal or Tennessee law, and/or if it discovers that it is transferring or having transferred employee deferrals and/or employer contributions to the Plan on behalf of an individual who does not meet the requirements in Paragraph 12 above.
14. The Employer acknowledges that the Chair and other Trustees are the fiduciaries of the Plan and have sole and exclusive authority to interpret the Plan and decide all claims and appeals for Plan benefits. The Employer agrees to abide by the Chair's decisions on all matters involving the Plan.
15. This resolution and the Participating Employer Agreement shall be submitted to the Chair for approval. The Chair shall determine whether the resolution and the Agreement comply with the Plan, and, if they do, shall provide appropriate forms to the Employer to implement participation in the Plan. The Chair may refuse to approve a Participating Employer Agreement executed by an Employer that, in the Chair's sole discretion, does not qualify to participate in the Plan.
16. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Participating Employer Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Printed Name

Title

Attest: _____

Date: _____

[Governing Authority must assure that applicable law is followed in the adoption and execution of this resolution.]

STATE OF TENNESSEE
DEFERRED COMPENSATION PLAN II - 401(k)
PARTICIPATING EMPLOYER AGREEMENT

A. PARTICIPATING EMPLOYER INFORMATION

Name: City of Goodlettsville

NOTE: A Participating Employer Agreement must be completed for each employer. For example, if a city has separate legal entities for the city and a utility company – each would need to complete their own Participating Employer Agreement in order to participate. However, divisions of the same employer (e.g., finance, HR, departments, etc.) do not need to complete and should not complete separate agreements.

(1) GOVERNING AUTHORITY

Name: Board of Commissioners
Address: 105 South Main Street, Goodlettsville, TN 37072
Phone: 615-851-2200

Person Authorized to receive Official Notices from the Plan or Administrator:

Tim Ellis

(2) PARTICIPATING EMPLOYER TAX ID NUMBER: 62-6016365

(3) DISCLOSURE OF DEFERRED COMPENSATION OR RETIREMENT PLAN(S)
[INCLUDING, IF APPLICABLE, PARTICIPATION IN THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM ("TCRS")]

This Participating Employer ☒ does or ☐ does not have an existing deferred compensation or retirement plan. If the Participating Employer does have one or more deferred compensation plans or retirement plans (including TCRS), the Governing Authority must provide in the space below the plan name, name and telephone number of the provider, and such other information requested by the Administrator.

TCRS

Voya DC Plan

B. TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Participating Employer Agreement ("Agreement"), with the accompanying Plan, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan. By adopting this Participating Employer Agreement, with its accompanying Resolution, the Participating Employer is adopting a Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Agreement is for the following purpose: *(Check and complete box 1 OR box 2 OR box 3.)*

1. ☒ This is a new defined contribution plan adopted by the Participating Employer for its Employees effective December 1, 2017 **(insert effective date of this Agreement).**
2. ☐ This is an amendment to be effective as of _____, _____ to the current Agreement previously adopted by the Participating Employer, which was originally effective _____, _____ as follows **(please specify type below):**
- a. ☐ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Participating Employer Agreement.
- b. ☐ Other (must specify elective provisions in this Agreement that are being changed):
- _____
- _____
- _____
3. ☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer, the effective date of which shall be _____, _____ **(insert effective date of this Agreement).** This Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ **(insert original effective date of preexisting plan).** The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

C. PLAN YEAR. Plan Year shall mean the calendar year.

D. CUSTODY OF ASSETS. Code § 401(a) shall be satisfied by setting aside Plan assets for the exclusive benefit of Participants and Beneficiaries, in a Trust pursuant to the provisions of Article VIII of the Plan. The Trustees for the Plan are also the Trustees for the separate accounts for each participating employer.

E. ELIGIBLE EMPLOYEES.

1. "Employee" shall mean, for purposes of making **Elective Deferrals or Mandatory Employee Salary Reduction Contributions**, any person, whether appointed, elected or under contract wherein an employee-employer relationship is established, providing services to the Participating Employer for which Compensation is paid by the Participating Employer. Any other individual who is a subcontractor, contractor, or employed by a subcontractor or contractor, or is under any other similar arrangement wherein an employer-employee relationship is not established will not be treated as an Employee. An Employee is immediately eligible to make Elective Deferrals under the Plan. An Employee is required to make mandatory salary reduction contributions if and as specified in Section 2.e. or f., below. An Employee's Entry Date, unless otherwise specified in Article IV of the Plan, shall be for purposes of any Matching Contributions as described in Section N, any Non-Matching Contributions as described in Section Q, and Mandatory Employee Salary Reduction Contributions as described in Section II:

- a. ☐ the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant types of contributions
- b. ☐ the January 1 and July 1 following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions
- c. ☐ the first payroll following the date the Employee satisfies the eligibility requirements specified in this Section E for the relevant type of contributions

2. a. "Employee" shall mean for purposes of **Matching Contributions as described in Section N** of this Agreement: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H below
- ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. ☐ any seasonal, temporary or similar part-time employee
- iv. ☐ any elected or appointed official
- v. ☐ any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

- b. Each Employee will be eligible to participate in this Plan for purposes of receiving **Matching Contributions as described in Section N** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Matching Contributions will be made, do not complete.)*

- i. ☐ Employees who have not attained the age of ____ (not to exceed 21).
- ii. ☐ Employees who have not completed ____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. ☐ Employees who do not satisfy the following eligibility requirements:

- c. "Employee" shall mean for purposes of **Non-Matching Contributions as described in Section Q** of this Agreement: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. ☐ any full-time employee, which is an employee who renders ____ or more Hours of Service per week, as defined in Section H below.
- ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders ____ or more Hours of Service per week, as defined in Section H. below.
- iii. ☐ any seasonal, temporary or similar part-time employee
- iv. ☐ any elected or appointed official
- v. ☐ any employee in the following class(es) of employees:

- vi. ☐ any employee listed or otherwise described in Schedule 1 attached to this Agreement

who meets the definition in Section E.1 above.

- d. Each Employee will be eligible to participate in this Plan for purposes of receiving **Non-Matching Contributions as described in Section Q** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Non-Matching Contributions will be made, do not complete.)*

- i. ☐ Employees who have not attained the age of _____ (not to exceed 21).
- ii. ☐ Employees who have not completed _____ Years of Service during the Vesting Computation Period as defined in Section X below.
- iii. ☐ Employees who do not satisfy the following eligibility requirements:

- e. "Employee" shall mean for purposes of **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of service per week, as defined in Section H below
- ii. ☐ any permanent part-time employee, which is an employee who is not a full-time employee and who renders _____ or more Hours of Service per week, as defined in Section H below
- iii. ☐ any seasonal, temporary or similar part-time employee
- iv. ☐ any elected or appointed official
- v. ☐ any employee in the following class(es) of employees:

who meets the definition in Section E. 1 above.

- f. Each Employee will be eligible to participate in this Plan for purposes of making **Mandatory Employee Salary Reduction Contributions as described in Section II** of this Agreement and in accordance with the provisions of Article IV of the Plan, except the following: *(Check and complete each box that applies. If no Mandatory Salary Reduction Contributions will be made, do not complete.)*

- i. ☐ Employees who have not attained the age of _____ (not to exceed 21).
- ii. ☐ Employees who do not satisfy the following eligibility requirements:

F. AUTOMATIC ENROLLMENT. *(Check and complete box 1 OR box 2.) [NOTE: THIS SECTION F ONLY APPLIES TO ELECTIVE DEFERRALS, NOT TO MANDATORY EMPLOYEE SALARY REDUCTION CONTRIBUTIONS.]*

1. ☒ The Participating Employer DOES NOT elect automatic enrollment.
2. ☐ The Participating Employer DOES elect automatic enrollment, which will be effective on and after _____ as follows:
- a. Employees covered under the automatic enrollment are: *(If this Section F (Automatic Enrollment) is elected, check one option below. Otherwise, do not complete.)*
- i. ☐ All Employees
- ii. ☐ All Employees who become Employees on or after the date set forth in F.2. above and who do not have an affirmative election in effect.
- b. The default percentage contributed to the Plan on behalf of the Participant will be a deferral of 2% of the Participant's Compensation. The 2% default percentage will be subject to a percentage annual increase thereafter if provided for in the Plan Document. Any deferral percentage increase will take effect annually on the first day of the Plan Year. Participants' default deferrals will remain at the same percentage for at least twelve (12) months before their automatic deferral percentages will be increased automatically.

The automatic deferrals will be contributed on a pre-tax basis and will continue until the Participant affirmatively elects otherwise.

An Employee who affirmatively declines coverage after the first automatic enrollment contribution was made, may make an election to withdraw his or her entire automatic enrollment contribution. This election must be submitted no later than 90 days after the payroll date in which the first automatic enrollment contribution is made on behalf of the

Participant. The amount of the distribution will be the value of the automatic enrollment contributions plus or minus investment gains or losses as of the date the distribution is processed. Automatic enrollment contributions made after such date remain in the Plan and are subject to the Plan's regular distribution rules. Further, an Employee who has made an election to withdraw who leaves employment and is then rehired by the Participating Employer before a 12-continuous-month absence may not make another election to withdraw his or her automatic enrollment contribution. Any Employer Matching Contributions attributable to the distribution of the automatic enrollment contributions will be forfeited regardless of the vesting percentage in the Matching Contributions. **[NOTE: If HH.2, "FICA Replacement ("3121") Plan", is elected and F.2 is elected, the Employee may not make an election to withdraw his or her automatic enrollment contribution.]**

- c. An Employee who leaves employment and is rehired by the Participating Employer before a 12-continuous-month absence has occurred will be treated as subject to the automatic contribution schedule. An Employee who leaves employment and is rehired by the Participating Employer after a 12-continuous-month absence: *(Check one option below.)*
- i. ☐ will be treated as a new Employee, or
- ii. ☐ will not be treated as a new Employee

for purposes of determining the Employee's contribution rate in F.2.b above.

- G. SERVICE WITH PREDECESSOR EMPLOYER.** *(If Vesting or Eligibility requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, check and complete box 1 OR box 2 OR box 3.)* "Predecessor employer" means a governmental employer that served the same functions as the current employer or has employees whose jobs were merged into the current employer.

1. ☒ This section is N/A because there are no predecessor employers.
2. ☐ Service with any predecessor employers will not be counted for any purposes under the Plan.
3. ☐ Service with (insert name of predecessor employer(s)):

will be counted under the Plan for eligibility and vesting.

- H. HOURS OF SERVICE.** Hours of Service shall be determined on the actual hours for which an Employee is paid or entitled to payment.

- I. YEAR OF SERVICE FOR ELIGIBILITY AND VESTING.** If Eligibility or Vesting requirements will apply to Matching Contributions as described in Section N of this Agreement and/or Non-Matching Contributions as described in Section Q of this Agreement, Year of Service shall mean the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Years of Service for Vesting shall include any Years of Service with a participating employer.

- J. COMPENSATION DEFINITION.** Compensation shall mean Code § 415 compensation as defined in Section 2.06 of the Plan.

- K. COMPENSATION COMPUTATION PERIOD.** Compensation shall be determined on the basis of the calendar year.

- L. FIRST YEAR COMPENSATION.** If Matching or Non-Matching Contributions will be made, for purposes of determining the Compensation on the basis of which such contributions will be allocated for a Participant's first year of participation, the Participant's Compensation shall be the Participant's Compensation for the period commencing as of the first day the Employee became a Participant.

- M. EMPLOYMENT COMMENCEMENT DATE.** An Employee's Employment Commencement Date means the Employee's date of hire or rehire, as applicable, with respect to which an Employee is first credited with an Hour of Service.

- N. MATCHING CONTRIBUTIONS.** *(Complete 1 and 2 below.)*

1. **Matching Contributions on Elective Deferrals.** *(Check and complete box a OR box b OR box c OR box d.)* The Participating Employer shall:

- a. ☒ NOT make Matching Contributions on Elective Deferrals.
- b. ☐ match ____% of Participant elective deferrals of up to ____% of Compensation.
- c. ☐ match ____% of the first \$____ of Participant elective deferrals.
- d. ☐ match the percentage of Participant elective deferrals that the Employer determines in its discretion for the respective Plan Year.

If the Participating Employer elects Automatic Enrollment under Section F.2., Matching Contributions related to the distributed permissible withdrawal election will be placed in a forfeiture account and used in the manner provided in Section V below. Matching Contributions will not be made if a permissible withdrawal is taken before the date the Matching Contribution is allocated.

2. **Matching Contributions on Mandatory Salary Reduction Contributions under Section II of this Agreement.** (Check and complete box a OR box b OR box c OR box d.) The Participating Employer shall:

- a. ☒ NOT make Matching Contributions on Mandatory Salary Reduction Contributions.
- b. ☐ match _____% of Mandatory Salary Reduction Contributions for the Participant up to _____% of Compensation.
- c. ☐ match _____% of the first \$_____ of Mandatory Salary Reduction Contributions for the Participant.
- d. ☐ match the percentage of Mandatory Salary Reduction Contributions for the Participant that the Employer determines in its discretion for the respective Plan Year.

O. ALLOCATION OF MATCHING CONTRIBUTIONS. If Matching Contributions will be made, allocations will be made to each Participant who satisfies the applicable requirements of Section E of this Participating Employer Agreement.

P. VESTING SCHEDULE – MATCHING CONTRIBUTIONS. (If Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.) The vested interest of each Participant in his or her Matching Contribution Account shall be determined on the basis of the following schedule:

- 1. ☐ 100% vesting immediately.
- 3. ☐ 100% vesting after 3 Years of Service.
- 3. ☐ 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

Q. NON-MATCHING CONTRIBUTIONS. *(Check box 1 OR box 2.)*

1. ☒ The Participating Employer shall NOT make Non-Matching Contributions.
2. ☐ The Participating Employer shall contribute: *(Check and complete one box.)*
 - a. ☐ an amount fixed by appropriate action of the Employer.
 - b. ☐ ____% of Compensation of Participants for the Plan Year.
 - c. ☐ \$ ____ per Participant.
 - d. ☐ an amount pursuant to Schedule 1 attached to this Agreement and which is referenced in Section E.2.c above.
 - e. ☐ a contribution matching the Participant's contribution to the Employer's § 457(b) plan as follows: (Specify rate of match and time of allocation, e.g., payroll by payroll, monthly, last day of Plan Year.)

R. ALLOCATION OF NON-MATCHING CONTRIBUTIONS. If Non-Matching Contributions will be made, allocations will be made to each Participant who satisfies the requirements of Section E.2.c and E.2.d of this Participating Employer Agreement.

S. VESTING SCHEDULE – NON-MATCHING CONTRIBUTIONS. *(If Non-Matching Contributions will be made, check box 1 OR box 2 OR box 3. Otherwise, do not complete.)* The vested interest of each Participant in his or her Non-Matching Contribution Account shall be determined on the basis of the following schedule:

1. ☐ 100% vesting immediately.
2. ☐ 100% vesting after 3 Years of Service.
3. ☐ 20% after one Year of Service.
40% after two Years of Service.
60% after three Years of Service.
80% after four Years of Service.
100% after five Years of Service.

T. ROTH CONTRIBUTIONS. Participant Roth Contributions SHALL BE allowed.

U. AFTER-TAX CONTRIBUTIONS. Participant After-tax Contributions SHALL NOT BE allowed.

V. FORFEITURES. *(If Non-Matching or Matching Contributions will be made, check box 1 OR box 2. Otherwise, do not complete.)*

1. ☐ N/A because all contributions are 100% vested immediately.
2. ☐ Forfeitures will be used first to reduce the Employer's Matching Contributions (if any), then to reduce the Non-Matching Contributions (if any), and then to offset Plan expenses.

W. RETIREMENT AGES AND DISABILITY DEFINITION.

1. Normal Retirement Age shall mean age 60.
2. Early Retirement shall mean age 59 ½.
3. Disability shall mean a determination of disability by the Social Security Administration or, if the Participant is a member of the Tennessee Consolidated Retirement System, a determination of disability by the Tennessee Consolidated Retirement System.

X. VESTING COMPUTATION PERIOD. A Participant's Years of Service shall be computed by reference to the 12-consecutive-month period beginning on the Employee's Employment Commencement Date and each anniversary thereof.

Y. ROLLOVERS. Rollovers from eligible Code § 457(b) plans, qualified plans under Code §§ 401(a), 403(a) and 403(b), Individual Retirement Accounts and Annuities described in Code §§ 408(a) and (b), and eligible rollover contributions of designated Roth contributions made from an applicable retirement plan described in Code § 402A(e)(1) SHALL BE allowed.

Z. TRANSFERS. Transfers from plans qualified under Code § 401(a) SHALL BE allowed.

AA. HARDSHIP WITHDRAWALS. The Administrator SHALL allow hardship withdrawals in accordance with Section 10.04 of the Plan. If Section HH (FICA Replacement Plan) is elected, hardship distributions are not permitted.

BB. PARTICIPANT LOANS. The Administrator SHALL direct the Trustee to make Participant loans in accordance with Article XIII of the Plan. Loans payments must be made by payroll deduction. If a Participant severs employment with the Participating Employer and is immediately hired by another Participating Employer, the loan will be carried forward and any missed loan repayment caused by a change in payroll processing can be made up by personal check in a single lump payment. If a Participant severs employment and is not hired by another Participating Employer, loan repayments may continue to made by personal check. If Section HH (FICA Replacement Plan) is elected, loans are not permitted.

CC. QUALIFIED DOMESTIC RELATIONS ORDERS. The Plan shall accept qualified domestic relations orders as provided in Section 15.02 of the Plan.

DD. PAYMENT OPTIONS. The forms of payment that will be allowed under the Plan, to the extent consistent with the limitations of Code § 401(a)(9) and proposed or final Treasury regulations thereunder, include a single lump-sum payment; installment payments for a period of years; partial lump-sum payment of a designated amount, with the balance payable in installment

payments for a period of years; annuity payments (payable on a monthly, quarterly, or annual basis) for the lifetime of the Participant or for the lifetimes of the Participant and Beneficiary; and such other forms of installment payments as may be approved by the Administrator, which is not inconsistent with the Plan.

EE. DEEMED TRADITIONAL IRA. The deemed traditional IRA provisions of Article XVI of the Plan SHALL NOT apply.

FF. DEEMED ROTH IRA. The deemed Roth IRA provisions of Article XVII of the Plan SHALL NOT apply.

GG. DISTRIBUTIONS. A Participant may request distributions as follows:

1. A Participant may request a distribution at any time upon Severance from Employment. "Severance from Employment" means the complete severance of the employer/employee relationship with any and all employers participating in the Plan, including retirement or death. Thus, a Severance from Employment would not occur if a Participant transfers employment (i) from one local government that participates in the Plan to another local government that participates in the Plan, or (ii) from the State to a local government that participates in the Plan, or (iii) from a local government that participates in the Plan to the State.
2. A Participant may request a distribution prior to Severance of Employment after reaching age 59½ or, if earlier, upon death. A Participant may also request a distribution prior to Severance of Employment upon incurring a hardship; however, the distribution will be limited to the Participant's Elective Deferral Account and transfer Elective Deferral Account, if any.
3. A Participant may request a distribution from a Rollover Contribution Account at any time.
4. If Section HH (FICA Replacement Plan) is elected, in-service distributions for hardship, loans, and attainment of age 59½ are not permitted.
5. Distributions taken before the Participant reaches age 59½ may be subject to a federal early withdrawal tax.

HH. FICA REPLACEMENT PLAN ("3121" PLAN). (Check box 1 OR box 2.) This Participating Employer Agreement as adopted:

1. ☒ IS NOT (if checked continue to II below), or
2. ☐ IS

intended to provide FICA replacement benefits pursuant to regulations under Code Section 3121(b)(7)(F).

- a. Eligible Employee means: (If this Section HH (FICA Replacement Plan) is elected, check each box that applies. Otherwise, do not complete):
- i. ☐ any full-time employee, which is an employee who renders _____ or more Hours of Service per week, as defined in Section H above,
 - ii. ☐ any part-time employee, which is an employee who is not a full time employee and who renders _____ or more Hours of Service per week, as defined in Section H above.
 - iii. ☐ Any employee who is not covered by Social Security.
- b. Contributions: (If this Section HH (FICA Replacement Plan) is elected, check and complete each box that applies. Otherwise, do not complete):
- i. ☐ The Employer shall make an annual contribution to each Participant's account equal to _____ percent of such Participant's Compensation.
 - ii. ☐ Each Participant is required to make an annual contribution of _____ percent of Compensation.

(NOTE: The total percentage of b.i and b.ii must equal at least 7.5%.)

In the event that this Plan is a retirement system providing FICA replacement retirement benefits as described above, all references in the Plan Document to in-service distributions for hardship withdrawals, loans, and age 59½ shall be null and void. In addition, any part-time employee included under HH.2.a. shall be fully vested at all times. In the event F.2 "Automatic Enrollment" is selected, a Participant may not change his or her deferral election to an amount less than the Participant required annual contribution, if any, in HH.2.b above.

II. MANDATORY SALARY REDUCTION CONTRIBUTIONS. *(Check box 1 OR box 2.)*
This Participating Employer Agreement as adopted:

1. ☒ does not provide for Mandatory Salary Reduction Contributions. (If checked continue to JJ below.)
2. ☐ provides "Mandatory Salary Reduction Contributions" to be paid by the Employer through a reduction of the Participant's salary for services rendered, in accordance with Code § 414(h). These contributions are required as a condition of employment. Mandatory Salary Reduction Contributions are treated as Employer Contributions for federal income tax purposes, but are considered "wages" for purposes of FICA and FUTA. Such contributions shall be made as of each payroll period and allocated to the Mandatory Employee Contribution Account of the Participant on whose behalf they were made and shall be 100% vested at all times.

By the adoption of this Participating Employer Agreement, the Employer specifies that the mandatory employee salary reduction contributions, although designated as employee contributions, are being paid via salary reduction by the Employer as provided in Code § 414(h)(2) and Revenue Ruling 2006-43 or subsequent guidance. For this purpose, the adoption of this Participating Employer Agreement constitutes formal action to provide that the contributions on behalf of a specific class of Employees as defined in Section E, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions.

- a. The Participant shall make Mandatory Salary Reduction Contributions to the Plan equal to _____ % (must be a fixed percentage and expressed only in whole and tenths of a percent) of the Participant's Compensation.

The contribution percentage above may be revised no more frequently than annually by the Employer, the new rate to become effective on the January 1 following the execution of an amendment to this Participating Employer Agreement. An amendment that changes the contribution percentage, at the Employer's election: *(Complete box i or ii below):*

- i. ☐ shall apply only to Employees who become Participants on or after the effective date;
- ii. ☐ shall apply to all Employees.

b. Mandatory Salary Reduction Contributions: *(Complete box i or ii below):*

- i. ☐ are
- ii. ☐ are not

counted as Compensation for all Contribution purposes. However, Mandatory Salary Reduction Contributions are counted as for determining Annual Additions under Plan Section 6.06.

JJ. ADMINISTRATIVE INFORMATION.

The Participating Employer further understands and acknowledges that:

- This Participating Employer Agreement has not been approved by the Internal Revenue Service. Obtaining such approval, if desired by the Employer, is solely the responsibility of the Employer.
- The Chair of the Tennessee Consolidated Retirement System ("Chair") and the Participating Employers are not responsible for providing tax or legal advice to Participants.
- The Participating Employer has consulted, to the extent necessary, with its own legal and tax advisors.
- All capitalized terms which are used herein but not defined herein shall have the meanings set forth in the Plan Document.
- The Participating Employer will electronically remit in a timely manner, all employee and employer contributions to the Plan in a manner acceptable with the Plan's Third Party Administrator. The Employer's payroll administrator is responsible for reconciliation of all contributions to the Plan and shall provide the Plan Administrator with required contribution reconciliation reports. Each Employer is required to use the Plan Service Center to administer their employee contributions, indicative data, and enrollment information. If the Participating Employer fails to remit the requisite contributions in a timely manner, the Chair reserves the right, at the Chair's sole discretion, to terminate the Employer's participation in the Plan. In such event, the Chair shall notify the Employer of the effective termination date, and the Employer shall immediately notify all its Employees participating in the Plan of the termination and the effective date thereof. Notwithstanding the foregoing, the Employer acknowledges that it is the sole responsibility of the Employer to remit the requisite reports and contributions to the Plan and that neither the State, the Chair, the Trustees, its employees or agents shall have any responsibility or liability for ensuring or otherwise monitoring that this is done.
- Participating Employers are required to use the investment options made available under the Plan. From time to time those investment options may be changed. If an investment option is eliminated, the Administrator may automatically reinvest the money in the eliminated investment option into a new investment option. After any appropriate black-out period, the affected Participants may re-direct money in the new investment option to any other available investment option. The Participants shall have no right to require the Administrator to select or retain any investment option. Any change with respect to investment options made by the Plan (on the Plan level) or a Participant (on the individual level), however, shall be subject to the terms and conditions (including any rules or procedural requirements) of the affected investment options.

This Participating Employer Agreement is duly executed on behalf of the Participating Employer by the undersigned authorized signatories.

PARTICIPATING EMPLOYER'S AUTHORIZED SIGNATORIES:

By: _____ By: _____

Title: _____ Title: _____

Date: _____ Date: _____

ACCEPTANCE OF PARTICIPATING EMPLOYER'S PARTICIPATION IN THE STATE OF TENNESSEE DEFERRED COMPENSATION PLAN II BY THE TREASURER, STATE OF TENNESSEE, CHAIR OF THE TENNESSEE CONSOLIDATED RETIREMENT SYSTEM.

By: _____

Title: Treasurer, State of Tennessee, Chair of the Tennessee Consolidated Retirement System

Date: _____

SCHEDULE 1

STATE OF TENNESSEE

DEFERRED COMPENSATION PLAN II - 401(k)

PARTICIPATING EMPLOYER AGREEMENT

Participating Employer Name: City of Goodlettsville

<u>Classes of Eligible Employees</u>	<u>Contribution Amount</u>
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